

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	:	Chapter 11
	:	
GLOBAL EAGLE ENTERTAINMENT	:	Case No. 20-11835 (JTD)
INC., <i>et al.</i> , <sup>1</sup>	:	
	:	(Jointly Administered)
Debtors.	:	
	:	Re: Docket Nos. 239, 244, 428, 488, 621 & 731

**SUPPLEMENTAL NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT  
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that, on July 22, 2020 (the “**Petition Date**”), Global Eagle Entertainment Inc. and its debtor affiliates (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”), commencing the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”).

PLEASE TAKE FURTHER NOTICE that, on July 24, 2020, the Debtors filed a motion [Docket No. 95] (the “**Bidding Procedures Motion**”) seeking entry of (a) an order (the “**Bidding Procedures Order**”), (i) authorizing the Debtors to enter into and perform under an asset purchase agreement (the “**Stalking Horse Agreement**”), (ii) authorizing and approving bidding procedures (the “**Bidding Procedures**”)<sup>2</sup> in connection with one or more sales or dispositions (collectively, the “**Sale**”) of all or substantially all of the Debtors’ assets (the “**Assets**”), (iii) establishing certain dates and deadlines for the sale process, including scheduling an auction of the Assets (the “**Auction**”), if applicable, in accordance with the Bidding Procedures, and the hearing with respect to the approval of the Sale (the “**Sale Hearing**”), (iv) approving the form and manner of notice of the Auction, if any, the Sale and the Sale Hearing, (v) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale (the “**Assumption and Assignment Procedures**”) and approving the form and manner of notice thereof, and (vi) granting related relief; and (b) one or more orders (each, a “**Sale Order**”), as applicable, authorizing and approving: (i) the Sale of

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number are: Global Eagle Entertainment Inc. (7800), Airline Media Productions, Inc. (2314), Emerging Markets Communications, LLC (0735), Entertainment in Motion, Inc. (3908), Global Eagle Entertainment Operations Solutions, Inc. (3375), Global Eagle Services, LLC (7899), Global Eagle Telecom Licensing Subsidiary LLC (2547), IFE Services (USA), Inc. (2120), Inflight Productions USA Inc. (8493), Maritime Telecommunications Network, Inc. (9974), MTN Government Services, Inc. (6069), MTN International, Inc. (8559), MTN License Corp. (0314), N44HQ, LLC (0570), Post Modern Edit, Inc. (6256), Row 44, Inc. (2959), and The Lab Aero, Inc. (9831). The Debtors’ address is 1821 E. Dyer Road, Suite 125, Santa Ana, California 92705.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures Motion or the Bidding Procedures, as applicable.

the Assets to the Stalking Horse Bidder or otherwise Successful Bidder(s), as applicable (the “**Buyer**”), free and clear of all liens, claims, interests, and encumbrances to the extent set forth in the Stalking Horse Agreement or asset purchase agreement(s) with the otherwise Successful Bidder(s), as applicable (the “**Asset Purchase Agreement**”), (ii) the assumption and assignment of the Assigned Contracts (as defined below) in connection with the Sale, and (iii) granting related relief.

**PLEASE TAKE FURTHER NOTICE** that, on August 19, 2020, the Court entered the Bidding Procedures Order [Docket No. 239], approving, among other things, the Bidding Procedures, which establish key dates and times relating to the Sale and the Auction, and the Assumption and Assignment Procedures.

**PLEASE TAKE FURTHER NOTICE** that, on October 15, 2020, the Court entered an order [Docket No. 518] (the “**Sale Order**”) approving the Sale to the Stalking Horse Bidder.

**PLEASE TAKE FURTHER NOTICE** that, upon the closing of the Sale, the Debtors intend to assume and assign to the Buyer certain executory contracts and unexpired leases (the “**Assigned Contracts**”). The Debtors filed a schedule listing contracts and leases that were to be potentially assumed and assigned as part of the Sale on August 22, 2020 [Docket No. 244] (the “**Original Contracts Schedule**”). On September 28, 2020, October 13, 2020, December 7, 2020, January 5, 2021, and February 18, 2021 the Debtors filed amended schedules listing the contracts and leases that may potentially be assumed and assigned as part of the Sale [Docket Nos. 428, 488, 621 & 731] (the “**Amended Contracts Schedules**”). A further amended schedule listing the contracts and leases that may potentially be assumed and assigned as part of the Sale is attached hereto as **Exhibit 1** (the “**Fifth Amended Contracts Schedule**” and, together with the Original Contracts Schedule and the Amended Contracts Schedules, the “**Contracts Schedules**”). The Contracts Schedules may be viewed free of charge on the Debtors’ case information website, located at <https://cases.primeclerk.com/GEE>, or can be requested by calling the Debtors’ claims and noticing agent, Prime Clerk, LLC, at (877) 930-4318 (Domestic) or (347) 897-4054 (International).

**PLEASE TAKE FURTHER NOTICE** that the Cure Costs the Debtors believe are owed to each counterparty, if any, for the assumption and assignment of such contracts and leases are also set forth on the Fifth Amended Contracts Schedule and supersede any different amounts previously listed on a Contracts Schedule, as applicable. The Cure Costs listed on the Fifth Amended Contracts Schedule represent all liabilities of any nature of the Debtors owed to each counterparty arising on account of such contract or lease before the closing of the Sale or other applicable effective date of the assumption and assignment of such contract or lease, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring before the closing of the Sale or other applicable effective date of the assumption and assignment of such contract or lease.

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A CONTRACT OR LEASE THAT MAY BE ASSUMED AND ASSIGNED AS PART OF THE SALE.** Under the terms of the Assumption and Assignment Procedures, at any time before three calendar days before the date of closing of

the Sale, the Debtors may (a) remove a contract or lease from the Fifth Amended Contracts Schedule or (b) modify the previously-stated Cure Costs associated with any contract or lease. ***The presence of a contract or lease listed on Exhibit 1 attached hereto does not constitute an admission that such contract or lease is an executory contract or unexpired lease or that such contract or lease will be assumed and assigned as part of the Sale. The Debtors reserve all of their rights, claims and causes of action with respect to the contracts and leases listed on Exhibit 1 attached hereto.***

### **Filing Objections**

Objections to (a) the proposed assumption and assignment of a contract or lease that has been added to the Fifth Amended Contracts Schedule or (b) the modification of any previously-stated Cure Costs in the Fifth Amended Contracts Schedule on any basis, including any objection relating to Cure Costs, must (i)(1) be in writing; (2) state the basis for such objection; and (3) if such objection is to the Cure Cost, state with specificity what Cure Cost the counterparty believes is required (in all cases, with appropriate documentation in support thereof) and (ii) be filed with the Court and served no later than **March 17, 2021 at 4:00 p.m. (Prevailing Eastern Time)** on the Objection Notice Parties.

The Court will hear and determine any objections to the assumption and assignment of the Assigned Contracts at a hearing to be scheduled before the Honorable John T. Dorsey at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801.

### **Consequences of Failing to Timely Assert an Objection**

**UNLESS YOU FILE AN OBJECTION TO THE CURE COST AND/OR THE ASSUMPTION OR ASSIGNMENT OF YOUR CONTRACT OR LEASE IN ACCORDANCE WITH THE INSTRUCTIONS AND DEADLINES SET FORTH HEREIN, YOU SHALL BE (A) BARRED FROM OBJECTING TO THE CURE COST SET FORTH ON EXHIBIT 1, (B) ESTOPPED FROM ASSERTING OR CLAIMING ANY CURE COST AGAINST THE DEBTORS OR THE STALKING HORSE BIDDER THAT IS GREATER THAN THE CURE COST SET FORTH ON EXHIBIT 1 AND (C) DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND/OR ASSIGNMENT OF YOUR CONTRACT OR LEASE.**

### **Obtaining Additional Information**

Copies of the Bidding Procedures Motion, the Bidding Procedures, the Bidding Procedures Order, the Stalking Horse Agreement, the Sale Order, and all other documents filed with the Court are available free of charge on the Debtors' case information website, located at <https://cases.primeclerk.com/GEE>, or can be requested by calling the Debtors' claims and noticing agent, Prime Clerk, LLC, at (877) 930-4318 (Domestic) or (347) 897-4054 (International).

Dated: March 3, 2021  
Wilmington, Delaware

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